

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

Case No.: 6:15-bk-01838-KSJ
Chapter 7

JODELL M. ALTIER,

Debtor.

**MOTION FOR APPROVAL OF COMPROMISE OF
CONTROVERSY BETWEEN TRUSTEE AND DEBTOR**

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection within twenty-one (21) days from the date set forth on the proof of service attached to this paper plus an additional three (3) days for service. If you object to the relief requested in this paper, you must file your response with the Clerk of the Court at George C. Young Federal Courthouse, 400 West Washington Street, Suite 5100, Orlando, FL 32801 and serve a copy on the Trustee's attorney, Michael A. Nardella, Esq., Nardella & Nardella, PLLC, 250 E. Colonial Dr., Ste 102, Orlando, FL 32801, and a copy on the U.S. Trustee, George C. Young Federal Courthouse, 400 West Washington Street, Suite 1100, Orlando, FL 32801, within the time allowed.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Pursuant to Bankruptcy Rule 9019, Gene T. Chambers, Chapter 7 Trustee in Bankruptcy for Jodell M. Altier ("Trustee"), by and through her undersigned counsel, moves for approval of a proposed compromise of controversy between the Trustee and the Debtor, Jodell M. Altier ("Debtor") in Adversary proceeding number 6:16-ap-00013-KSJ consolidated into Adversary proceeding number 6:15-ap-00156-KSJ and to its objection to exemptions, and gives notice of such compromise to all interested parties. The Trustee also requests that service of any order

granting or denying the motion be limited to the Trustee, the attorney for the Debtor, the Debtor, the United States Trustee, and any objecting party. In support, the Trustee states as follows:

Background

1. Debtor, Jodell M. Altier (“Debtor”) filed for a voluntary chapter 7 bankruptcy petition on March 4, 2015, in Case Number 6:15-bk-01838-KSJ (the “Petition Date”).

2. Gene T. Chambers was appointed as the Chapter 7 Trustee in this case.

3. Trustee contends that her review of the documents provided by Debtor indicate several causes of action available to her with regard to fraudulent transfers that occurred prior to Debtor filing her Chapter 7 Petition. The Trustee believes that these transfers, made for no consideration, would likely be recoverable by the bankruptcy estate; hence the filing of the adversary. The Trustee also believes the Estate would prevail on its objection to exemptions and would likely recover some value for the Estate as a result of any litigation in that regard.

4. Debtor contends that while the Trustee may believe the Estate has valid claims for fraudulent transfers and any other Chapter 5 causes of action, they have sufficient defenses to such claims and would prevail at litigation. Also, Debtors believe their exemptions are valid and that the estate would not prevail in its objections.

Compromise

5. In order to save the time and expense of litigation and collection, the Trustee, the Debtor, and the Debtor’s husband and co-defendant Joseph Altier (collectively, the “Altiers”) have agreed to the Term Sheet as attached and incorporated into this Motion as **Exhibit A**. The general terms of the compromise are as follows:

- a. On or before thirty (30) days after the Effective Date, the Altiers shall pay to the Trustee a sum of \$25,000 in immediately available funds.

- b. On the Effective Date, the Altiers shall execute an insurable mortgage in favor of the Trustee for 52% of the sum of (x) unsecured claims and (y) administrative expense claims, as allowed by the Court. The mortgage shall be given to secure the Altiers' obligations under this term sheet, and shall be due and payable 180 days subsequent to the Effective Date. The mortgage referenced herein shall be a first priority lien upon the properties at (i) 2122 Kettle Drive, Orlando, Florida, and (ii) 280 Lanternback Island Drive, Satellite Beach, Florida. It shall be the obligation of the Altiers to be able to deliver the insurable first priority mortgage referenced in this paragraph by the Effective Date; in the event the Altiers cannot do so, the settlement set forth herein shall be null and void. The insurable mortgage shall be in the amount of \$87,441.33 plus administrative expenses, and be in form and substance reasonably acceptable to the Trustee and her counsel. On the 180th day after the Effective Date, the Altiers shall pay the lesser of (x) \$87,441.33 plus administrative expenses, less \$25,000, or (y) the amount of unsecured claims as allowed, plus administrative expenses, less \$25,000, if the unsecured claim (or any of them) as filed have been reduced by a non-appealable final order.
- c. On or within five (5) days of the Effective Date, if the Altiers have complied with paragraph 2, the Trustee shall dismiss with prejudice the Objections to Exemptions filed by her.
- d. On or within five (5) days of the Effective Date, if the Altiers have complied with paragraph 2, the Altiers and the Trustee shall exchange mutual releases in form and substance reasonably acceptable to counsel for such parties.

- e. The mortgage contemplated by paragraph 2 shall be in a commercially reasonable form for commercial mortgages. Among other standard and typical provisions, such mortgage shall provide that a default under this term sheet shall be a default under such mortgage.
- f. The Trustee shall file a Rule 9019 Motion on or within ten (10) days of April 18, 2016.
- g. Except as set forth herein, each party shall bear their own attorney's fees and costs. For clarification purposes, the obligation to deliver an insurable mortgage by the Altiers includes the cost of such insurance commitment and closing costs.
- h. "Effective Date" shall mean the date an order approving this agreement is entered by the Bankruptcy Court and becomes final.

Best Interests of the Estate

6. The Trustee recommends approval of this compromise because it enables the estate to recover a reasonable value for the transferred property relative to the claims made in this case without the cost of litigation and collection.

WHEREFORE, the Trustee respectfully requests that this Court enter an Order approving the Term Sheet, limiting service of any order, and granting such other relief as the Court deems just and proper.

Respectfully submitted this 28th of April, 2016.

/s/ Michael A. Nardella
Michael A. Nardella, Esq.
Florida Bar No. 051265
Anthony M. Nardella, Jr., Esq.
Florida Bar No. 341274

Nardella & Nardella, PLLC
250 East Colonial Drive, Suite 102
Orlando, FL 32801
(407) 966-2680
mnardella@nardellalaw.com
akeppel@nardellalaw.com

**Counsel for Gene T. Chambers, in
her capacity as chapter 7 Trustee
for the Estate of Jodell Altier**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was furnished via electronic mail using the Court's CM/ECF system and/or via First Class U.S. Mail on the 28th day of April 2016 to all parties on the attached mailing matrix.

/s/ Michael A. Nardella
Michael A. Nardella, Esq.

Label Matrix for local noticing
113A-6
Case 6:15-bk-01838-KSJ
Middle District of Florida
Orlando
Thu Apr 28 09:45:46 EDT 2016

SETERUS, INC. AS THE AUTHORIZED SUBSERVICER
Choice Legal Group, P.A.
P.O. BOX 9908
Fort Lauderdale, FL 33310-0908

Bank of America
PO Box 851001
Dallas TX 75285 1001

Dept of Treasury IRS
2970 Market St
Philadelphia PA 19104-5002

Florida Department of Revenue
Bankruptcy Unit
Post Office Box 6668
Tallahassee FL 32314-6668

James Monroe PA
PO Box 540163
Orlando FL 32854-0163

Macys Dept. Store
7 West 7th St.
Cincinnati OH 45202-2424

Mary Biddle
6 Fairway Cove Dr.
Orlando FL

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Suntrust Bank
200 Orange Ave. 5th Fl
Mail Code FL-ORL-2052
Orlando FL 32801-3410

Goshen Mortgage, LLC
c/o Seneca Mortgage Servicing
611 Jamison Rd.
Elma, NY 14059-9392

SunTrust Bank
c/o Esther McKean, Esq.
Akerman LLP
P.O. Box 231
Orlando, FL 32802-0231

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Discovery Beach Resort
300 Barlow Ave
Cocoa Beach FL 32931-3906

Goshen Mortgage, LLC
c/o Justin M. Luna, Esq.
Latham, Shuker, Eden & Beaudine, LLP
PO Box 3353
Orlando, FL 32802-3353

John R. Samaan PA
337 N. Ferncreek Ave.
Orlando FL 32803-5439

Mandalay at Stonebridge
Commons Condominium Assoc Inc.
Orlando FL 32835

Orange County Tax Collector
PO Box 545100
Orlando FL 32854-5100

Stein Mart Store
1200 Riverplace Blvd
Jacksonville FL 32207-1809

United States Trustee - ORL7/13
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801-2210

Recovery Management Systems Corp.
Attn: Ramesh Singh
25 SE Second Avenue, Ste 1120
Miami, FL 33131-1605

Alexandra Kalman, Esq
Lender Legal Services LLC
201 E Pine Street, Ste 730
Orlando FL 32801-2763

Christna Trust
1610 E Saint Andrew Place
Suite B-150
Santa Ana CA 92705-4931

Federal National Mortgage Assoc
Fannie Mae
3900 Wisconsin Ave. NW
Washington DC 20016 2892

Internal Revenue Service
Post Office Box 7346
Philadelphia PA 19101-7346

Justin Plean
Lender Legal Services LLC
201 E Pine Street, Ste 730
Orlando FL 32801-2763

Mandalay at Stonebridge
Miramonte Dr.
Orlando FL 32835

Oyster Pointe & Oyster Bay Resort
1570 US 1
Sebastian FL 32958-3831

SunTrust Bank
Attn: Support Services
P.O. Box 85092
Richmond, VA 23286-0001

Wells Fargo - Visa
PO Box 4039
Concord CA 94524-4039

Wells Fargo - Visa
PO Box 6412
Carol Stream IL 60197-6412

Andrew M. Brumby
Shutts & Bowen LLP
Post Office Box 4956
Orlando, FL 32802-4956

Gene T Chambers
Post Office Box 533987
Orlando, FL 32853-3987

Jodell M Altier
2507 Roat Drive
Orlando, FL 32835-8145

Jonathan B Alper
Jonathan B Alper PLC
274 Kipling Court
Heathrow, FL 32746-4124

Steven M Vanderwilt
9940 Hood Road
Jacksonville, FL 32257-1134

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank of America - Visa
PO Box 982235
El Paso TX 79998 2235

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Darrin Lavine

End of Label Matrix	
Mailable recipients	35
Bypassed recipients	1
Total	36

Exhibit ASettlement Term Sheet

This Settlement Term Sheet is made this 18th day of April, 2016 by and between Isidell M. Actier ("Jody"), Joseph E. Actier ("Joe") (Jody and Joe, collectively, the "Actiers") and Gene T. Chambers, as Trustee of Jody's Chapter 7 bankruptcy estate in Case No. 6:15-bk-01838 in the USBC for the Middle District of Florida (the "Trustee"):

1. On or before 30 days after the Effective Date, the Actiers shall pay to the Trustee the sum of \$25,000 in immediately available funds.

2. On the Effective Date, the Actier shall execute an insurable mortgage in favor of the Trustee for 52% of the ~~unsecured claims~~ ~~sum of~~ sum of (x) unsecured claims and (y) administrative expense claims. ~~for~~ The mortgage shall be given to secure the Actiers obligations under this term sheet, and shall be due and payable ~~on~~ 180 days subsequent to the Effective Date. The mortgage referenced herein shall be a first ~~2~~ priority lien upon the properties at

- (i) 2122 Kettle Drive, Seaside, Florida and
- (ii) 280 Lanterback Island Drive, Seaside Beach, Florida.

It shall be the obligation of the Actiers to be able to deliver the insurable

as
allowed
by
court.

* On the 80th day after the Effective Date, the Actions shall pay the ~~lessor~~ ^{lessor} of \$87,441.33 plus administrative expenses, less \$25,000 or (1) the amount of uncured claims as allowed plus administrative expenses, less \$25,000 or, if the uncured claims on any of them as filed have been reduced by a non-appealable final order.

First priority mortgage referenced in this paragraph by the Effective Date; in the event the Actions cannot do so, the settlement set forth herein shall be null and void. The ^{mortgage} shall be in the amount of \$87,441.33 plus administrative expenses, and be in form and substance ~~reasonable~~ ^{reasonable} to the trustee and her counsel.

3. On or within 5 days of the Effective Date, if the Actions have complied with paragraph 2, the Trustee shall dismiss with prejudice the objections to exceptions filed by her.

4. On or within 5 days of the Effective Date, if the Actions have complied with paragraph 2, the Actions and the Trustee shall exchange mutual releases in form and substance reasonably acceptable to counsel for such parties.

5. The mortgage contemplated by paragraph 2 shall be in a form ~~for~~ ⁱⁿ a form ~~commercial~~ ^{commercial} reasonable form for commercial mortgages. Among other standard and typical provisions, such mortgage shall provide that a default under this document shall be a default under such mortgage.

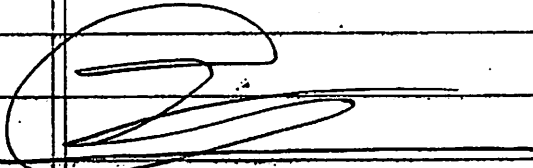
6. The Trustee shall file a Rule 9019 motion to implement on or within 10 days from April 18, 2016.

* For clarification purposes, the obligation to be given an insurable mortgage ~~includes any cost to do so~~ by the ACTERS includes the cost of such insurance commitment and closing costs.

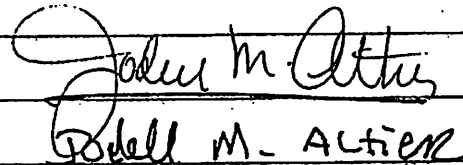
7. Except as set forth herein, each party shall bear their own attorney's fee and costs.*

8. "Effective date" shall mean the date an order approving this agreement by the Bankruptcy Court becomes FINAL.

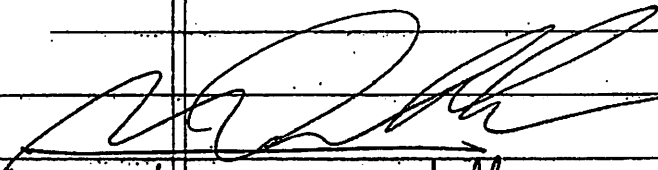
Dated: April 18, 2016



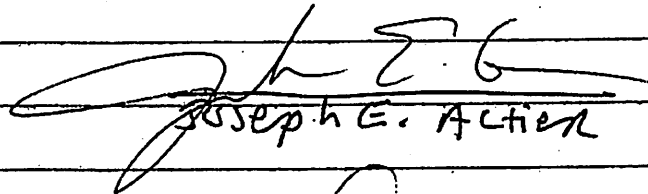
Gene T. Chambers,
as Trustee



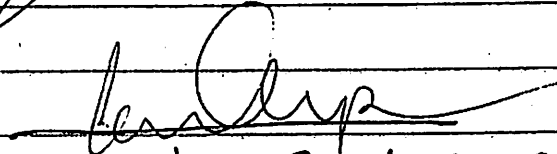
Rodell M. Altier



Michael A. Sandella, Esq.
Attorney in Fact Trustee



Joseph E. Altier



Jonathan B. Altier, Esq.
Attorney for the ACTERS